DOCUMENT RESUME

ED 088 139 EA 005 616

AUTHOR	Barraclough, Terry
TITLE	Employment Contracts for Secondary School Administrators. Report on Educational Practice, Number Two.
INSTITUTION	National Association of Secondary School Principals, Washington, D.C.; Oregon Univ., Eugene. ERIC Clearinghouse on Educational Management.
SPONS AGENCY	National Inst. of Education (DHEW), Washington, D.C.
BUREAU NO	BR-8-0353
PUB DATE	74
CONTRACT	OEC-0-8-080353-3514
NOTE	26p.
AVAILABLE FROM	National Association of Secondary School Principals, 1904 Association Drive, Reston, Virginia 22091 ($2.00, Quantity Discounts)
EDRS PRICE	MF-$0.75 HC-$1.85
DESCRIPTORS	*Administrative Personnel; *Contracts; Educational Administration; Employer Employee Relationship; Employment Practices; Fringe Benefits; *Guidelines; Leave of Absence; *Models; National Surveys; Personnel Policy; Principals; Salaries; *Secondary Schools
IDENTIFIERS	*Employment Contracts; Secondary School Administrators

ABSTRACT

This special report was compiled from data supplied by the National Association of Secondary School Principals. The report represents the combined efforts of NASSP and the ERIC Clearinghouse on Educational Management to ascertain trends in secondary administrator contracts. The author has included several contracts as samples of current trends; and defines terms, analyzes 69 contracts individually, draws conclusions from the analyses, and suggests some guidelines for contract development. (Author)

Published by the National Association of
Secondary School Principals
1904 Association Drive
Reston, Virginia 22091

ISBN 0-88210-050-5

$2 per copy. Discount of 20%on orders of 10 or more copies. All orders totaling $10 or less must be accompanied by full payment.

ED 088139

U S DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

EMPLOYMENT CONTRACTS FOR SECONDARY SCHOOL ADMINISTRATORS

National Association of Secondary School Principals

ERIC Clearinghouse on Educational Management

Terry Barraclough

1974

Report on Educational Practice, Number Two

Clearinghouse Accession Number: EA 005 616

EA 005 616

The Educational Resources Information Center (ERIC) is a national information system operated by the National Institute of Education. ERIC serves educators by disseminating educational research results and other resource information that can be used in developing more effective educational programs.

The ERIC Clearinghouse on Educational Management, one of several clearinghouses in the system, was established at the University of Oregon in 1966. The Clearinghouse and its companion units process research reports and journal articles for announcement in ERIC's index and abstract bulletins.

Besides processing documents and journal articles, the Clearinghouse has another major function—information analysis and synthesis. The Clearinghouse prepares bibliographies, literature reviews, state-of-the-knowledge papers, and other interpretive research studies on topics in its educational area.

Prior to publication, the manuscript was submitted to the National Association of Secondary School Principals for critical review and determination of professional competence. This publication has met such standards. Points of view or opinions, however, do not necessarily represent the official view or opinions of the National Association of Secondary School Principals.

PREFACE

Over the past several years, the ERIC Clearinghouse on Educational Management has published a large body of literature on topics in educational management. The majority of this literature, consisting of reviews, analyses, and bibliographies, has been based solely on knowledge in print. With few exceptions, notably the state-of-the-knowledge papers, Clearinghouse publications have not dealt directly with data collected from educational practitioners, since the Clearinghouse has no means of collecting such data.

Almost two years ago, the National Association of Secondary School Principals (NASSP) began looking for a way to help members who were requesting information on particular topics related to their work. Principals in the field wanted to know what other school systems were doing in such areas as salary structures, contract tenure, and fringe benefits. To provide the necessary information, NASSP requested that a contact person in each state gather data from local school systems and forward the information to NASSP.

Before the collected documents could be used to answer particular requests, however, they had to be analyzed to determine content differences, similarities, and trends. At this point NASSP sought the help of the Clearinghouse, whose staff are well trained in document analysis. The Clearinghouse readily agreed to analyze the data and to compile written reports summarizing the findings on each topic.

This report is the second in this cooperative series. The purpose of the report is informational, and, with it, NASSP and the Clearinghouse hope to give direction to states and school districts drawing up administrator contracts. The report provides a cross-section view of employment contracts for administrators. The author has included several contracts as samples of current trends and has suggested some guidelines for contract development. These guidelines are generalized and do not constitute a formula for administrator contracts. A model contract, drawn according to the guidelines and in line with trends indicated by the data, has also been included. The guidelines and model contract represent the opinions of the author, and no endorsement by NASSP or the Clearinghouse should be inferred.

NASSP would still like to receive data on employment contracts for administrators. If your district has any relevant documents on this subject, please send a copy of each to NASSP. Correspondence should be directed to the Office of Professional Assistance, National Association of Secondary School Principals, Dulles International Airport, Post Office Box 17430, Washington, D.C. 20041.

Owen B. Kiernan
Executive Secretary
NASSP

CONTENTS

PREFACE . . . . . PAGE iii
DEFINITIONS . . . . . PAGE 1
Contract Standard 1
Type of Contract 1
Term of Contract 2
Salary 2
Assignment 2
Requirements 3
Restrictions 4
Additional Provisions 4
Guarantees 6
CONTRACT ANALYSES . . . . . PAGE 7
RESULTS . . . . . PAGE 13
Table A: Contract Standard 13
Table B: Breakdown of State Standard Contracts 13
Table C: Type of Contract 14
Table D: Term of Contract 14
Table E: Salary 14
CONCLUSIONS . . . . . PAGE 15
GUIDELINES FOR CONTRACT DEVELOPMENT . . PAGE 16
MODEL CONTRACT OF EMPLOYMENT . . . . . PAGE 17
SAMPLE CONTRACTS . . . . . PAGE 17

During 1973, the National Association of Secondary School Principals (NASSP) requested from contact personnel in all fifty states information concerning employment contracts for secondary school administrators. As a result of this request, NASSP received copies of 69 contracts and in October forwarded the documents to the ERIC Clearinghouse on Educational Management (ERIC/CEM) for analysis. This report represents the combined efforts of NASSP and ERIC/CEM to ascertain trends in secondary administrator employment contracts.

DEFINITIONS

CONTRACT STANDARD

Local standard contracts are prepared by the local school district in keeping with state policy. These contracts sometimes follow a state formula but are not drawn up by the state. They often include clauses relevant to particular district requirements or provisions not specified by the state. In the individual contract analyses, these contracts are identified by district.

State standard contracts represent official state policy and are drawn up by the state education agency. These contracts are identified as state standard in the contract analyses. Three types of state standard contracts are distinguishable: *state standard (limited appointment)* contracts for a limited term specified when possible, *state standard (continuing appointment)* contracts continued until terminated by district or state action, and *state standard* contracts with no indication of term.

TYPE OF CONTRACT

Teacher/administrator contract w/district identifies contracts used for both teachers and administrators in which the contract is between the administrator or teacher and the local school district. A typical teacher/administrator contract with a local district begins as follows:

> It is agreed between the Greater Anchorage Area Borough School District, hereinafter referred to as the District, and the undersigned employee, hereinafter referred to as the teacher [administrator] . . .
> (ALASKA: Greater Anchorage Areas Borough School District)

Administrator contract w/district designates a contract drawn specifically for administrators contracting with the local school district:

> THIS CONTRACT, is made and entered into by and between the Montrose County School District No. Re-1J, County of Montrose, State of Colorado, hereinafter referred to as the School District and _____, hereinafter referred to as the Administrator . . .
> (COLORADO: Montrose County School District Number Re-1J)

Teacher/administrator contract w/state identifies contracts between teachers or administrators and the state education agency:

> Agreement made this _____ day of _____ 19____ by and between the State Board of Education of New Hampshire hereinafter called the Board, and _____ as _____ of the _____ Supervisory Union No. ____ hereinafter called the Professional Employee.
> (NEW HAMPSHIRE: state standard, limited appointment)

TERM OF CONTRACT

One year contracts are for a period of one school year and must be renewed annually.

Unspecified (limited) contracts have an undefined term but are limited to a predetermined maximum. The limitation is noted when available.

Unspecified (continuing) contracts have an indefinite term and require district or state action for termination.

Three year contracts extend for three school years before they must be renewed.

Unspecified term contracts include no information on the contract concerning length of term.

Some contracts include information on the process of renewal. For such contracts, the notation *renewable* is included in the analysis. A typical renewable contract reads as follows:

> In each instance wherein this contract is renewed, a new contract shall be prepared and executed between the parties continuing the provisions of the within contract except with respect to dates describing the contract period as extended and the amount of the Administrator's salary for the next school year following date of contract renewal.
>
> (MICHIGAN: state standard, three-year appointment)

If a term of probation is specified by contractual agreement, the notation *probationary term* and the length of that term if available is entered in the analysis. The school board of Newport News, Virginia, specifies a three-year probationary term:

> A probationary term of service for three years in the Newport News school division shall be required before a teacher [administrator] is issued a continuing contract.
>
> (VIRGINIA: Newport News)

SALARY

Annual salaries are determined on a per year basis.

Unspecified salaries are indicated when no information concerning salary is included in the contract.

Monthly salaries are determined on a per month basis.

Period of contract indicates that salary is specified per period of contract.

Other notations follow the four basic salary types in the analyses. Most of these notations indicate payment schedule: monthly payments, biweekly payments, nonspecific payments (for example, 24 payments), or optional payment plans (for example, 10 or 12 payments). If additional payment schedules are negotiable, the notation *other arrangements negotiable* follows the payment schedule in parentheses. Some contracts indicate that salary is *adjustable* according to available funds or other variables. Other contracts specify *additional compensation contracted* if the administrator's salary is adjusted to compensate for extra duties.

ASSIGNMENT

A number of contracts indicate that assignment or reassignment to duties or schools is *by superintendent, by district, by state,* or *by mutual consent* of contractor and contractee:

> Duties, position, reporting date, and/or location assigned the teacher [administrator] pursuant to

this contract may be changed as the needs of the District require.
(ALASKA: Greater Anchorage Area Borough School District)

Assignment to work will be made by the Superintendent of Schools.
(COLORADO: School District Number 6, Greeley)

The following individual is hereby appointed in the public school system of Hawaii and assigned as indicated below.
(HAWAII: state standard, limited appointment)

That said person accepts employment in the school as indicated above but agrees to reassignment during said scholastic year when it is recommended by the county or district superintendent and approved by the Board of Trustees of said district.
(MISSISSIPPI: state standard)

It is further specifically agreed that the Principal shall not be re-assigned to a position of lesser responsibility during the life of this contract unless he has consented in writing to such re-assignment.
(OHIO: Ohio Association of Secondary School Principals)

REQUIREMENTS

Contracts often specify requirements the administrator must fulfill: *certification* by the state education agency, an *oath of allegiance* to the United States Constitution and/or the state constitution, *health certification* from a physician (sometimes only if requested by the district or state), completion of a *loyalty questionnaire* to indicate loyalty to the state and/or the United States, information on *education* and *experience* either on the contract or filed with the district, a *transcript* of educational experience on file with the district, scores from a *national teacher examination* on file, a *birth certificate* on file, a *social security card* on file, an *annual performance evaluation*, or *verification of records* by the district or state.

An example of a certification requirement reads:

You certify by your signing of this contract that you hold a valid and legal Administrator's Certificate in the State of Colorado.
(COLORADO: Cheyenne Mountain Schools)

A typical oath of allegiance reads:

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Alaska, and that I will faithfully discharge my duties as a teacher [administrator] to the best of my ability.
(ALASKA: Greater Anchorage Area Borough School District)

A health certification requirement often takes a form similar to the following:

In addition, the Teacher [administrator] must provide to the Board of Education an "Employee Medical Form" completed and signed by a licensed physician.
(NORTH DAKOTA: Fargo Public Schools)

Georgia requires completion of a loyalty questionnaire:

The teacher [or administrator] agrees . . . to execute a written questionnaire concerning his or her personal history, qualification, and loyalty.
(GEORGIA: state standard)

Richland County, South Carolina, requires that

> The employee shall file the following with the personnel office of the district before the beginning of the period for which employed, if then available, or as soon thereafter as available: (a) Birth Certificate, (b) Health Certificate, (c) Transcripts of credit earned for additional increments, (d) Teacher's Certificate, (e) South Carolina Retirement Number or application to join the Retirement system, if not already a member, (f) Social Security Number or application for a number if not already a member, (g) Withholding Tax Exemption Certificate.
>
> (SOUTH CAROLINA: School District Number 2, Richland County)

Nashville, Tennessee, requires, in addition, completion of a national teacher examination:

> NATIONAL TEACHER EXAMINATION: Must present evidence of a satisfactory score.
>
> (TENNESSEE: Metropolitan Public Schools, Nashville)

The Dallas Independent School District, Texas, specifies:

> On or before April 1 of each scholastic year of this contract, the educator shall be subject to a performance evaluation by the District. Such performance evaluation shall be conducted pursuant to the rules and procedures of the District now in force or hereafter promulgated.
>
> (TEXAS: Dallas Independent School District)

The Seattle Public Schools, Washington, state:

> THE SALARY SHOWN IS SUBJECT TO THE VERIFICATION OF OFFICIAL TRANSCRIPTS AND RECORDS OF PREVIOUS EXPERIENCE.
>
> (WASHINGTON: Seattle Public Schools)

RESTRICTIONS

Many contracts place restrictions on an administrator, as follows: *exclusion of employment w/ another district, exclusion of activity affecting efficiency* (as determined by the district or state), or *exclusion of extra employment* outside the duties of administrator. Clauses excluding employment with another district often take a form similar to the following:

> I hereby affirm that I have not entered into valid contract of employment with the governing board of another school district which will in any way conflict with my employment under this contract.
>
> (CALIFORNIA: San Mateo Union High School District)

Several school districts exclude activities affecting an administrator's efficiency:

> The School District contracts not only for the time but the good influence of the Teacher [administrator] and no activity, social or otherwise, may be allowed to interfere with the school work.
>
> (NORTH DAKOTA: Bismarck Public School District Number 1)

Others exclude any extra employment:

> After signing this contract such administrator agrees to seek no other position for the school year covered by the contract.
>
> (VERMONT: Barre)

ADDITIONAL PROVISIONS

Termination clauses give the employer the option to terminate the contract for specific reasons: school closure, lack of funds, or, for example, for

a. Insubordination, immoral character, or conduct unbecoming an administrator.
b. Inefficiency, incompetency, or neglect of duty.

c. Physical or mental disability sufficient to impair substantially the administrator's performance of his duty.
d. Failure to maintain certification . . .

(NEW YORK: state standard)

Damages clauses give the employer the option of charging damages for termination of contract:

If . . . the administrator is released (for any reason except illness or other equally compelling reason), 5% of the total annual salary will be deducted from the final pay check, as liquidated damage.
(VERMONT: Barre)

Termination by mutual consent clauses guarantee the right of the contractor and contractee to act together in terminating the contract:

This contract may be terminated by mutual consent of both parties upon thirty (30) days written notice by either party and the written consent of the other party.
(ALASKA: Greater Anchorage Area Borough School District)

Resignation clauses give the employee the right to terminate the contract, usually with written notice and district approval:

Administrator may terminate this contract by giving the District written notice of his election to do so at least sixty (60) days prior to any anniversary date of this contract, and such notice shall be delivered to the Superintendent or Secretary of the Board of Education of the District.
(MICHIGAN: state standard, three-year appointment)

Suspension clauses allow the employer to suspend the contract for a concrete time period:

In the event of breach of contract on the part of a teacher [administrator], the superintendent of public instruction shall suspend (attorney general has ruled that a hearing must be held previous to suspension) such teacher's [administrator's] certificate for a period of not to exceed one year, during which time it shall be unlawful for such teacher [administrator] to receive payment for teaching in the public schools of North Dakota.
(NORTH DAKOTA: Bismarck Public School District Number 1)

Amendment by mutual consent clauses specify that employer and employee may amend the contract if agreeable to both parties:

This contract of employment shall remain in full force and effect from year to year, subject to all the provisions herein set forth, unless modified by mutual consent in writing by the parties hereto.
(VIRGINIA: state standard)

Leave of absence clauses allow for the possibility of temporarily suspending the contract while the administrator takes a leave of absence for specified reasons:

The Board agrees in its discretion and for good cause shown to grant a leave of absence to the Teacher [administrator] in accordance with policy.
(TENNESSEE: Memphis City Schools)

Retirement clauses mandate retirement at a certain age or under certain conditions:

No educator shall be employed or continued in employment after he has reached the compulsory retirement age of sixty-five (65) prior to September 1 of any year, and any existing contract becomes void as of July 1 of the same year.
(WASHINGTON: Seattle Public Schools)

Some contracts specify a *grievance procedure* whereby the administrator may present complaints to the district:

GRIEVANCE PROCEDURE

a. Step One. The administrator shall present his grievance to his immediate supervisor.
b. Step Two. The administrator shall request in writing a review and determination of his grievance by the employer.

(NEW YORK: state standard)

If an administrator's extra duties are entered on the contract or on a supplementary contract, the analysis bears the notation *extra assignments contracted*:

Please note that the contract salary . . . does not include any extracurricular activity assignments. As in past years, an addendum to your contract, subject to your approval, and at the option of the Board of Education will be issued as soon as these assignments have been completed.

(NORTH DAKOTA: Fargo Public Schools)

GUARANTEES

Many contracts contain guarantees assuring the administrator such rights as *notification* prior to termination of nonrenewal of contract, a *hearing* before the district prior to termination or nonrenewal, or an *appeal* if the results of the hearing are unsatisfactory to the administrator. Also included under the blanket term guarantees are provisions for *leave, vacation, insurance, travel allowance, conference expenses,* and *disability income.* Michigan guarantees the administrator the right to notification and hearing:

This contract shall be deemed to have been renewed for a period of ____ year(s), unless the Board shall have given written notice to the contrary 90 days prior to its renewal date of _____, 19____, in which case reasons shall be given in writing and a hearing provided, if requested.

(MICHIGAN: state standard, limited appointment)

Other states guarantee an appeal, if requested:

A decision by the hearing panel, adopted by the employer, which is adverse to the administrator shall not prevent an appeal therefrom by the administrator under applicable provisions of law.

(NEW YORK: state standard)

Leave provisions are common among the contracts analyzed:

The Board shall extend to the Principal, at a minimum, such compensable and noncompensable leaves, leaves of absence, professional days, holiday periods, insurance, and other fringe benefits as are granted by the Board to other certified personnel of the School District . . .

(OHIO: Ohio Association of Secondary School Principals)

Vacation provisions are also common:

That the Professional Employee is entitled to one calendar month annual vacation leave or that proportional part of a month that his employment is of the twelve-month period. Annual vacation leave is not cumulative or transferrable.

(NEW HAMPSHIRE: state standard, limited appointment)

Several states include provisions for insurance in the contract:

1. Health and Accident Insurance. The employer shall provide health insurance coverage at no cost to the administrator and his dependents equivalent to the coverage provided by the State of New York for its employees.

2. Life Insurance. The employer shall provide term life insurance coverage at no cost to the administrator in an amount equal to his annual salary. Such insurance may be made payable to a named beneficiary designated by the administrator or, in the absence of such designation, shall be payable to the administrator's estate.

(NEW YORK: state standard)

Wisconsin guarantees a travel allowance:

Authorized use of the Administrator's personal car in his work within the District will be reimbursed at the rate of ____ cents per mile or $____ per year. Authorized use of the Administrator's personal car outside the District will be reimbursed at the rate of ____ cents per mile.

(WISCONSIN: state standard)

Wisconsin also guarantees conference expenses:

The Board will approve requests for attendance at professional meetings of administrators as permitted by its rules and policies. Necessary expenses will be paid for these meetings as provided by Board policies.

(WISCONSIN: state standard)

In addition, Wisconsin provides a disability income:

In lieu of sick leave beyond 30 days, the Board may provide a long-term disability income policy beginning the 31st day of disability and providing a monthly benefit equal to seventy percent (70%) of the Administrator's monthly salary. The benefits under the long-term disability insurance shall be a minimum of 5 years illness and accident to age 65.

(WISCONSIN: state standard)

CONTRACT ANALYSES

ALABAMA: state standard (limited appointment)
- type of contract: teacher/administrator contract w/district
- term of contract: one year, renewable
- salary: monthly
- requirements: certification
- additional provisions: termination
- guarantees: notification and hearing

ALASKA: state standard
- type of contract: teacher/administrator contract w/district
- term of contract: unspecified
- salary: annual
- requirements: oath of allegiance, health certification
- additional provisions: termination

ALASKA: Greater Anchorage Area Borough School District
- type of contract: teacher/administrator contract w/district
- term of contract: one year
- salary: annual, monthly payments, adjustable
- assignment: by district
- requirements: oath of allegiance, certification, health certification
- additional provisions: termination, damages, termination by mutual consent

ARIZONA: Phoenix Union High School System
- type of contract: teacher/administrator contract w/district
- term of contract: unspecified (limited)
- salary: period of contract, additional compensation contracted
- requirements: certification, health certification
- guarantees: leave

ARIZONA: Tucson Public Schools
- type of contract: teacher/administrator contract w/district
- term of contract: unspecified (limited)
- salary: period of contract
- requirements: certification

CALIFORNIA: Palo Alto Unified School District
- type of contract: teacher/administrator contract w/district
- term of contract: one year
- salary: annual
- assignment: by district
- requirements: certification
- additional provisions: amendment by mutual consent

CALIFORNIA: San Mateo Union High School District
type of contract: administrator contract w/district
term of contract: one year
salary: annual, 12 monthly payments, adjustable
requirements: certification
restrictions: exclusion of employment w/another district

CALIFORNIA: San Rafael
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, adjustable, additional compensation contracted
requirements: certification
restrictions: exclusion of employment w/another district

CALIFORNIA: South San Francisco Unified School District
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, 12 monthly payments
requirements: certification

COLORADO: Cheyenne Mountain Schools, Colorado Springs
type of contract: administrator contract w/district
term of contract: one year
salary: unspecified
requirements: certification
guarantees: leave, vacation

COLORADO: Montrose County School District Number Re-1J
type of contract: administrator contract w/district
term of contract: one year
salary: annual, 12 monthly payments
requirements: certification
additional provisions: termination
guarantees: insurance, travel allowance, vacation

COLORADO: School District Number 6, Greeley
type of contract: administrator contract w/district
term of contract: one year
salary: annual, 12 monthly payments
assignment: by superintendent
additional provisions: damages

CONNECTICUT: Windsor Locks
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, 26 or 30 biweekly payments

DELAWARE: state standard (limited appointment)
type of contract: administrator contract w/district
term of contract: unspecified (to five years)
salary: annual, adjustable
assignment: by district
requirements: certification
additional provisions: termination, termination by mutual consent
guarantees: notification and hearing, vacation, leave

GEORGIA: state standard (limited appointment)
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, monthly payments, adjustable, additional compensation contracted
assignment: reassignment by district
requirements: certification, oath of allegiance, loyalty questionnaire
restrictions: exclusion of employment w/another district
additional provisions: termination, resignation, damages

HAWAII: state standard (limited appointment)
type of contract: teacher/administrator contract w/state
term of contract: unspecified (limited)
salary: monthly
requirements: certification

HAWAII: state standard (continuing appointment)
type of contract: teacher/administrator contract w/state
term of contract: unspecified (continuing)
salary: unspecified
assignment: by state
additional provisions: termination, resignation

IDAHO: state standard (limited appointment)
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, monthly payments
assignment: by district
requirements: certification, health certification
additional provisions: termination, resignation, damages
guarantees: leave

INDIANA: state standard (limited appointment)
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, biweekly payments
assignment: by district
requirements: certification

additional provisions: termination, extra assignments contracted
guarantees: hearing, appeal

KENTUCKY: state standard (limited appointment)
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited)
salary: annual, monthly payments
assignment: by superintendent, reassignment by district
requirements: certification
additional provisions: termination
guarantees: leave

KENTUCKY: state standard (continuing appointment)
type of contract: teacher/administrator contract w/district
term of contract: unspecified (continuing)
salary: annual
assignment: by superintendent, reassignment by district
requirements: certification
additional provisions: termination, termination by mutual consent
guarantees: notification

LOUISIANA: Parish of Acadia
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, monthly payments (other arrangements negotiable)
requirements: certification
additional provisions: termination

MICHIGAN: state standard (limited appointment)
type of contract: administrator contract w/district
term of contract: unspecified (limited), renewable
salary: annual, biweekly payments, adjustable
additional provisions: termination
guarantees: vacation, leave, insurance, conference expenses, notification and hearing

MICHIGAN: state standard (three-year appointment)
type of contract: administrator contract w/district
term of contract: three year, renewable
salary: annual
additional provisions: termination, resignation, leave of absence
guarantees: vacation, insurance, notification and hearing

MISSISSIPPI: state standard (limited appointment)
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited)
salary: annual, monthly payments
assignment: reassignment by superintendent
requirements: certification, education and experience

MISSOURI: Ritenour Consolidated School District, Overland
type of contract: administrator contract w/district
term of contract: unspecified (limited)
salary: annual, 12 monthly payments

NEBRASKA: Fremont Public Schools
type of contract: teacher/administrator contract w/district
term of contract: one year, renewable
salary: annual, 12 monthly payments
assignment: by superintendent
requirements: certification
restrictions: exclusion of employment w/another district
additional provisions: termination, resignation
guarantees: notification and hearing

NEW HAMPSHIRE: state standard (limited appointment)
type of contract: teacher/administrator contract w/state
term of contract: one year
salary: annual
additional provisions: termination, resignation, termination by mutual consent
guarantees: travel allowance, vacation, leave

NEW HAMPSHIRE: state standard (continuing appointment)
type of contract: teacher/administrator contract w/state
term of contract: unspecified (continuing)
salary: annual
additional provisions: termination, resignation, termination by mutual consent
guarantees: travel allowance, vacation, leave, hearing

NEW MEXICO: state standard (limited appointment)
type of contract: administrator contract w/district
term of contract: unspecified (limited)
salary: annual, monthly payments
assignment: by superintendent
requirements: certification
additional provisions: termination
guarantees: notification and hearing, leave

NEW YORK: state standard (limited appointment)
type of contract: administrator contract w/district
term of contract: unspecified (limited)
salary: annual, 24 payments
additional provisions: grievance procedure, termination
guarantees: leave, vacation, insurance, notification and hearing, appeal

NORTH CAROLINA: state standard (limited appointment)
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual
assignment: by superintendent
requirements: certification
additional provisions: termination

NORTH DAKOTA: Bismarck Public School District Number 1
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited), renewable
salary: annual, monthly payments
assignment: by superintendent
requirements: certification
restrictions: exclusion of activity affecting efficiency
additional provisions: suspension

NORTH DAKOTA: Fargo Public Schools
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited)
salary: annual, 10 monthly payments
assignment: by superintendent
requirements: certification, health certification
additional provisions: extra assignments contracted
guarantees: leave

OHIO: Ohio Association of Secondary School Principals
type of contract: administrator contract w/district
term of contract: unspecified (to five years), renewable
salary: annual, adjustable, additional compensation contracted
assignment: reassignment by mutual consent
additional provisions: resignation, termination, leave of absence, extra assignments contracted
guarantees: notification and hearing, leave, insurance, vacation

OHIO: Columbus
type of contract: administrator contract w/district
term of contract: unspecified (limited)
salary: annual
assignment: reassignment by district

PENNSYLVANIA: West Shore School District, Lemoyne
type of contract: teacher/administrator contract w/district
term of contract: one year, renewable
salary: annual, biweekly payments
additional provisions: resignation, termination
guarantees: notification and hearing

SOUTH CAROLINA: state standard (limited appointment)
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual
requirements: certification
additional provisions: termination, extra assignments contracted

SOUTH CAROLINA: School District Number 2, Richland County
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual
assignment: reassignment by district
requirements: certification, education and experience
additional provisions: termination

SOUTH DAKOTA: Rapid City Independent School District Number 1
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited)
salary: annual, monthly payments
requirements: certification
additional provisions: termination

TENNESSEE: Hamilton County
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited)
salary: monthly
assignment: reassignment by superintendent or district
requirements: oath of allegiance
additional provisions: termination

TENNESSEE: Memphis City Schools
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited)
salary: unspecified, adjustable
assignment: by superintendent or district
requirements: certification, oath of allegiance, health certification if requested
additional provisions: resignation, termination, suspension, leave of absence
guarantees: insurance

TENNESSEE: Metropolitan Public Schools, Nashville
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: unspecified

requirements: transcript, certification, national teacher examination, birth certificate, social security card, health certification
restrictions: exclusion of employment w/another district

TENNESSEE: Oak Ridge
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual
additional provisions: termination

TENNESSEE: Rutherford County
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited)
salary: monthly
additional provisions: termination

TENNESSEE: Shelby County Board of Education
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual
assignment: reassignment by superintendent and district
requirements: certification, transcript, health certification
additional provisions: resignation, termination, suspension

TEXAS: state standard (limited appointment)
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited), renewable
salary: annual, 12 monthly payments, adjustable
assignment: reassignment by district
requirements: certification
additional provisions: termination, resignation, termination by mutual consent
guarantees: notification and hearing, vacation, leave

TEXAS: Dallas Independent School District
type of contract: administrator contract w/district
term of contract: three year
salary: annual, 12 monthly payments, adjustable
assignment: by superintendent, reassignment by superintendent
requirements: annual performance evaluation
additional provisions: termination

TEXAS: Hurst-Euless-Bedford Independent School District, Bedford
type of contract: administrator contract w/district
term of contract: unspecified (continuing)
salary: annual, 12 monthly payments
assignment: by superintendent, reassignment by superintendent
additional provisions: resignation, retirement, termination, leave of absence
guarantees: notification and hearing

UTAH: Davis County School District, Farmington
type of contract: teacher/administrator contract w/district
term of contract: one year, renewable
salary: annual, 12 monthly payments (9 monthly payments optional)
assignment: by district
requirements: certification, health certification if requested
restrictions: exclusion of activity affecting efficiency
additional provisions: resignation, termination
guarantees: insurance, leave, vacation

UTAH: Granite School District, Salt Lake City
type of contract: administrator contract w/district
term of contract: unspecified (limited)
salary: annual, 12 monthly payments
assignment: by district
requirements: certification, annual health certification, transcript
additional provisions: termination, leave of absence, resignation, termination by mutual consent
guarantees: insurance, leave, notification

UTAH: Park City School District
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, 12 monthly payments (other arrangements negotiable)
requirements: certification, annual health certification
additional provisions: termination, termination by mutual consent, extra assignments contracted
guarantees: hearing, leave

VERMONT: Arlington Memorial School
type of contract: teacher/administrator contract w/district
term of contract: one year, renewable
salary: annual, additional compensation contracted
requirements: certification, education and experience
additional provisions: termination, termination by mutual consent, suspension
guarantees: notification and hearing, appeal, leave

VERMONT: Barre
type of contract: administrator contract w/district
term of contract: one year
salary: annual, adjustable
requirements: certification, health certification, education and experience
restrictions: exclusion of extra employment
additional provisions: damages, termination

VERMONT: Burlington
type of contract: administrator contract w/district
term of contract: one year
salary: annual, additional compensation contracted
requirements: education and experience

VERMONT: Hartford School District
type of contract: administrator contract w/district
term of contract: one year
salary: annual, 26 payments
requirements: certification, health certification, education and experience
additional provisions: termination

VERMONT: Missisquoi Valley Union High School District 7
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited)
salary: annual
requirements: certification, education and experience
additional provisions: extra assignments contracted

VERMONT: Montpelier Public School System
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual
requirements: certification

VERMONT: Northfield
type of contract: teacher/administrator contract w/district
term of contract: unspecified
salary: unspecified

VERMONT: Orleans Central Supervisory School District
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, additional compensation contracted
requirements: certification, education and experience

VERMONT: Rutland
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, additional compensation contracted
requirements: certification, education and experience
guarantees: notification, leave

VERMONT: Washington South Supervisory Union
type of contract: teacher/administrator contract w/district
term of contract: unspecified (limited)
salary: annual, additional compensation contracted
requirements: certification, annual health certification, transcript, experience
additional provisions: amendment by mutual consent, extra assignments contracted

VERMONT: Windsor Southeast Supervisory Union
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, additional compensation contracted
requirements: certification, education and experience
additional provisions: termination by mutual consent
guarantees: notification

VIRGINIA: state standard (continuing appointment)
type of contract: teacher/administrator contract w/district
term of contract: unspecified (continuing)
salary: annual, 10 or 12 payments
assignment: by superintendent, reassignment by superintendent
requirements: certification, oath of allegiance
additional provisions: termination, amendment by mutual consent, resignation, termination by mutual consent, leave of absence
guarantees: insurance

VIRGINIA: Newport News
type of contract: teacher/administrator contract w/district
term of contract: one year, probationary term three years
salary: annual, 10 or 12 payments
assignment: by superintendent, reassignment by superintendent
requirements: certification, oath of allegiance
additional provisions: termination, resignation
guarantees: notification and hearing, insurance, leave

WASHINGTON: Seattle Public Schools
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual, 12 monthly payments (other arrangements negotiable)
requirements: certification, health certification, verification of records
additional provisions: retirement, resignation

WASHINGTON: Tacoma Public Schools
type of contract: teacher/administrator contract w/district
term of contract: one year
salary: annual
assignment: by superintendent, reassignment by superintendent
requirements: certification, health certification
guarantees: vacation

WEST VIRGINIA: Monongalia County Schools, Morgantown
type of contract: teacher/administrator contract w/district

term of contract: one year
salary: annual, adjustable, additional compensation contracted

WISCONSIN: state standard (limited appointment)
type of contract: administrator contract w/district
term of contract: three year, renewable
salary: annual
restrictions: exclusion of activity affecting efficiency
additional provisions: termination, damages
guarantees: notification and hearing, leave, disability income, vacation, travel allowance, insurance

RESULTS

Of the 69 contracts analyzed, 47 (68.1 percent) are local standard contracts and 22 (31.9 percent) state standard.

TABLE A: CONTRACT STANDARD

STANDARD	NUMBER	PERCENTAGE
Local standard	47	68.1
State standard	22	31.9
TOTAL	69	100.0

State standard contracts are of three types: 17 (77.3 percent) are limited appointment contracts, 4 (18.2 percent) are continuing appointment contracts, and 1 (4.5 percent) has no additional information.

TABLE B: BREAKDOWN OF STATE STANDARD CONTRACTS

STANDARD	NUMBER	PERCENTAGE
State standard (limited appointment)	17	77.3
State standard (continuing appointment)	4	18.2
State standard	1	4.5
TOTAL	22	100.0

Contract types break down as follows: 46 (66.7 percent) are teacher/administrator contracts with the local school district, 19 (27.5 percent) are administrator contracts with the local district, and 4 (5.8 percent) are teacher/administrator contracts with the state.

TABLE C: TYPE OF CONTRACT

TYPE	NUMBER	PERCENTAGE
Teacher/administrator contract w/district	46	66.7
Administrator contract w/district	19	27.5
Teacher/administrator contract w/state	4	5.8
TOTAL	69	100.0

One year contracts number 37 (53.6 percent), unspecified but limited term contracts 22 (31.9 percent), unspecified continuing term contracts 5 (7.2 percent), three year contracts 3 (4.4 percent), and unspecified term contracts 2 (2.9 percent).

TABLE D: TERM OF CONTRACT

TERM	NUMBER	PERCENTAGE
One year	37	53.6
Unspecified (limited)	22	31.9
Unspecified (continuing)	5	7.2
Three years	3	4.4
Unspecified	2	2.9
TOTAL	69	100.0

Of the 69 contracts, 58 (84.1 percent) specify an annual salary, 5 (7.2 percent) give no information on salary, 4 (5.8 percent) specify a monthly salary, and 2 (2.9 percent) specify a salary figured for the term of the contract.

TABLE E: SALARY

SALARY	NUMBER	PERCENTAGE
Annual	58	84.1
Unspecified	5	7.2
Monthly	4	5.8
Period of contract	2	2.9
TOTAL	69	100.0

CONCLUSIONS

The most common employment contract for secondary school administrators is a local standard contract (2/3 of the contracts analyzed) designed for both teachers and administrators and drawn between the administrator and the local school district (2/3 of the contracts analyzed). Most are for a term of one year (over 1/2 of the analyzed contracts), but a significant number are for an unspecified but limited term (1/3 of the contracts). Nearly all administrator contracts analyzed (over 4/5) stipulate an annual salary.

Twenty-two contracts (nearly 1/3 of the sample) are of the most common contract type: local standard teacher/administrator contracts with the local school district with a one year term and an annual salary. These contracts are from the following sources:

ALASKA: Greater Anchorage Area Borough School District
CALIFORNIA: Palo Alto Unified School District
CALIFORNIA: San Rafael
CALIFORNIA: South San Francisco Unified School District
CONNECTICUT: Windsor Locks
LOUISIANA: Parish of Acadia
NEBRASKA: Fremont Public Schools
PENNSYLVANIA: West Shore School District, Lemoyne
SOUTH CAROLINA: School District Number 2, Richland County
TENNESSEE: Oak Ridge
TENNESSEE: Shelby County Board of Education
UTAH: Davis County School District, Farmington
UTAH: Park City School District
VERMONT: Arlington Memorial School
VERMONT: Montpelier Public School System
VERMONT: Orleans Central Supervisory School District
VERMONT: Rutland
VERMONT: Windsor Southeast Supervisory Union
VIRGINIA: Newport News
WASHINGTON: Seattle Public Schools
WASHINGTON: Tacoma Public Schools
WEST VIRGINIA: Monongalia County Schools, Morgantown

Five contracts are of the next most common contract type: local standard teacher/administrator contracts with the local school district with an unspecified limited term and an annual salary. These contracts are:

NORTH DAKOTA: Bismarck Public School District Number 1
NORTH DAKOTA: Fargo Public Schools
SOUTH DAKOTA: Rapid City Independent School District Number 1
VERMONT: Missisquoi Valley Union High School District 7
VERMONT: Washington South Supervisory Union

Employment contracts for secondary school administrators tend, therefore, (1) to be drawn up by local school districts, (2) to use the same form for both teachers and administrators, (3) to be drawn between the administrator and the local district, (4) to be for a term of one year (with a large number drawn for an unspecified but limited term), and (5) to specify an annual salary.

GUIDELINES FOR CONTRACT DEVELOPMENT

The following guidelines are the result of close analysis of the 69 contracts NASSP received from its state affiliates. The guidelines represent opinion rather than hard data and should be considered accordingly.

1. It seems evident from the contracts analyzed that separate contracts should be drawn for administrators and teachers, although this is contrary to current practice. Contracts drawn for both administrators and teachers necessitate an undue amount of revision and addition to cover the duties, responsibilities, and provisions peculiar to administrators.

2. Many of the contracts studied are more complex than necessary. Comprehensive and legally binding contracts need not use obscure language or incorporate provisions for details covered by state law. Contracts, to be readily understood by both parties, should be clear, concise, and straightforward. They should refer the contractee to relevant state laws, but need not include in the body of the contract details covered by law.

3. Contracts should make clear the state or school district's policies on contract renewal and include information on notification, hearing, and appeal policies.

4. Contracts should specify the state or school district's responsibilities to the administrator, briefly listing policies on leave, vacation, and so forth.

5. Length of term, salary, assignment, and restrictions should be clearly specified.

The model contract that follows has been drawn using these guidelines and, hopefully, will aid districts or states in composing future administrator contracts. Paul Hersey, of NASSP's Office of Professional Assistance, has also drawn a model principal's contract. See pages 26 through 28 in *Management Crisis: A Solution.* Washington, D.C.: National Association of Secondary School Principals, 1971. 33 pages. (Available from National Association of Secondary School Principals, 1904 Association Drive, Reston, Virginia 22091. $1.00.)

MODEL CONTRACT OF EMPLOYMENT

ADMINISTRATOR, hereinafter termed the administrator, and EMPLOYER, hereinafter termed the employer, hereby agree that said administrator shall be employed in the position of POSITION beginning DATE for a term of ___ year(s) ending DATE, subject to all applicable state laws. In consideration of the services rendered by the administrator, the employer agrees to pay said administrator an annual salary of SALARY, payable in ___ installments. Assignment and salary are subject to review and revision by the employer.

The following provisions are made a part of this agreement:

(1. Contract renewal policy)
(2. Provisions for termination of contract)
  (a. Notification policy)
  (b. Hearing policy)
  (c. Appeal policy)
(3. Employer's responsibilities to the administrator)
  (a. Leave policy)
  (b. Vacation policy)
  (c. Insurance provisions)
  (d. Expenses borne by the employer)
(4. Administrator's responsibilities to the employer)
  (a. Requirements)
  (b. Restrictions)
(5. Additional provisions)

DATE _____ REPRESENTING EMPLOYER

ADMINISTRATOR _____ REPRESENTING EMPLOYER

SAMPLE CONTRACTS

The contracts that follow have been selected as representatives of particular contract types. Contract type is indicated preceding each contract.

OHIO: Columbus (administrator contract w/district, unspecified limited term, annual salary)

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT
COLUMBUS, OHIO

ADMINISTRATIVE CONTRACT

Columbus, Ohio 19

, hereinafter referred to as the appointee, and the Board of Education of the City School District of Columbus, Ohio hereby agree that said appointee shall be employed in the position of
in the public schools of such District beginning , 19 and ending with the completion of work year for this position, said work year being established by the Board's adopted Time Schedule as established in Exhibit W dated January 12, 1959. In consideration of the services rendered by the appointee, the Board agrees to pay said appointee a base annual salary according to the salary schedule of the school district whether existing or hereafter adopted. The compensation to be paid for the first work year of the term of employment according to the existing salary schedule shall be $, or a proportional part of this sum for such portion of the term as the appointee may serve. Compensation for the remaining years of this contract shall be in accordance with the Board's adopted administrative ratio of responsibilities as established in Exhibit U dated January 12, 1959, and as adjusted by Board resolution July 1, 1969. Payment shall be made in accordance with the pay plan prescribed by the Board of Education during the term of this contract.

In the performance of his professional duties the appointee agrees that he is subject to transfer from one administrative assignment to another, with compensation and work year adjusted according to the Board exhibits referred to above, whenever the good of the service may require, and subject to all the rules of the Board now in force.

The appointee further agrees to abide by all applicable provisions of the Ohio Revised Code now in effect and such provisions as may be amended or enacted during the term of this contract.

Appointee is required to report for duty on or before the day fixed by the Board of Education, and in any event salary will not begin until service begins. Appointee is required to attend all educational meetings for which schools are closed by the Board, unless excused by the Superintendent.

The appointment made hereby is open for acceptance for a period of fifteen (15) days from the date of execution by the Treasurer and Clerk of the Board. Failure to execute and return this agreement within the allotted time will be considered a declination.

IN WITNESS WHEREOF, the parties hereto have set their hands this day of , 19

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT, COLUMBUS, OHIO

, President

William R. Laughlin, Treasurer and Clerk of the Board

Date

Employee-Appointee

VERMONT: Missisquoi Valley Union High School District 7 (teacher/administrator contract w/district, unspecified limited term, annual salary)

MISSISQUOI VALLEY UNION HIGH SCHOOL DISTRICT 7

CONTRACT FOR TEACHING

_____, who holds a valid Vermont teaching certificate for_____, which certificate expires _____, is hereby contracted for the position of _____in Missisquoi Valley Union High School, at a salary of $_____ per year. Said teacher has the following education and experience: Hours of college, normal school, teacher training course in high school, or other State Board of Education approved program of preparation _____ hours. College degrees held_____, time last professional credit earned_____, total years teaching experience_____ and years of service in this district _____ The contracting teacher also agrees to assume the following additional extra-curricular assignments, (if any) at the remuneration hereon noted:

_____ $_____

_____ $_____

_____ $_____

_____ $_____

This contract shall become effective July 1, 19___ and shall continue in effect for _____, and in addition, the teacher agrees to attend educational meetings or to visit schools not to exceed five additional days as directed by the Superintendent of Schools

In signing this contract of employment the teacher acknowledges and accepts all conditions of employment as provided for in the Master Agreement between the Board of School Directors and the Missisquoi Valley Teachers' Association

Signed this_____day of _____, 19___

by the following school directors or duly authorized persons:

_____

_____

_____

Signed this _____day of _____, 19_____

by_____
Teacher

Signed this _____day of _____, 19____

by_____
Superintendent of Schools

NEBRASKA: Fremont Public Schools (teacher/administrator contract w/district, one year term, annual salary)

Fremont Public Schools—Teacher's Contract

This contract made by and between the School District of Fremont, No. 1 in the County of Dodge, in the State of Nebraska, hereinafter referred to as the District and ....., a legally qualified teacher or administrator.

WITNESSETH: That the Board hereby agrees to employ the Teacher or Administrator above named in the schools of said District for a school year, which shall begin on or about ..... 19....., and end on or about ..... 19....., and shall consist of 190 days of service including at least 180 teaching days exclusive of holidays and vacations, and that said Teacher or Administrator hereby agrees to accept such employment at a salary of $.....

.....

..... and under the following conditions,

VIZ:

FIRST: The salary of the said Teacher shall be payable in 12 equal installments of $..... each. The first installment shall be payable on the 25th day of September, 19..... and the remaining installments shall be payable on the 25th day of each month thereafter or the first day that school is in regular session after the 25th.

SECOND: Said Teacher hereby agrees to be governed by the policies of the Board of Education of said District and that the duties to be performed by him under this contract shall be subject to assignment by the Superintendent of said District.

THIRD: That where just cause exists the Board may discharge said Teacher or Administrator thereby terminating this contract; provided said Teacher or Administrator has been given the cause or causes for discharge and has been given an opportunity for a hearing before the Board prior to official action being taken. Just cause as used herein may include any one or more of the following: incompetence, immorality, intemperance, cruelty, crime against the laws of the state, neglect of duty, general neglect of the business of the school, unprofessional conduct, physical or mental incapacity, breach of contract for teaching services, or for work stoppage which results in disrupting or halting classroom instruction.

FOURTH: That upon termination of this contract for any cause, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 190 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher or Administrator.

FIFTH: There shall be no penalty for release or resignation by said Teacher or Administrator from this contract; Provided no resignation shall become effective until the close of the contract period unless accepted by the Board of Education of said District and said Board shall fix the time at which the resignation is to take effect.

SIXTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security, Teachers' Retirement and other deductions authorized by law. This Contract shall be deemed to have been entered into subject to all provisions of the Laws of the State of Nebraska.

SEVENTH: Said Teacher or Administrator hereby affirms that he is not under contract with another School Board of Board of Education within this State covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher or Administrator further affirms that at the beginning of the term of this contract he holds or will hold a NEBRASKA ..... CERTIFICATE, which is or will be in full force and effect for the period covered by this contract. It is understood and agreed that this contract is not valid until the said Teacher's or Administrator's Certificate, as herein listed, is registered in the office of the County Superintendent of Schools in this County and that the said Teacher or Administrator shall not be compensated for any services performed prior to the date of registration of his certificate. (NOTE: Teacher's Certificates must be registered within 15 days after the school term begins or the school will be penalized). (See State School Law #79-1239 for details)

EIGHTH: If the Administrator or Teacher holds a regular valid certificate, this original contract shall be deemed renewed and shall remain in full force and effect until a majority of the members of the Board vote on or before May 15th to terminate the contract at the close of the contract period, or until this contract is superseded by a new contract mutually agreed to by the Board and Administrator or Teacher. Provided, that the secretary of the board shall, not later than April 15th, notify each administrator or teacher in writing of any conditions of unsatisfactory performance or other conditions because of a reduction in staff members or change of leave of absence policies of the board of education which the board considers may be cause to either terminate or amend the contract for the ensuing school year.

NINTH: That if said Teacher or Administrator does not accept and deliver one signed copy of this contract to the Superintendent of Schools or to the Secretary of the Board of Education of said District on or before ..... 19....., this contract is null and void.

APPROVED:

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF FREMONT, NO. I, IN THE COUNTY OF DODGE IN THE STATE OF NEBRASKA.

.....
Board of Education Secretary

.....
Superintendent of Schools

.....
Administrator or Teacher

CALIFORNIA: Palo Alto Unified School District (teacher/administrator contract w/district, one year term, annual salary)

PALO ALTO UNIFIED SCHOOL DISTRICT
25 Churchill Avenue, Palo Alto, California 94306
Personnel Services

CONTRACT OF EMPLOYMENT - CERTIFICATED EMPLOYEE

1. You are hereby notified that the Board of Education of the Palo Alto Unified School District has elected you to serve as a _____ time _____ _____ for the school year beginning July 1, 19____ and ending June 30, 19____. It is understood that assignment to a particular school or department is at the discretion of the District.

2. Your annual salary for the school year will be _____

3. Your services will begin on _____

   Your first paycheck will be available on _____

4. You will be required to render service in this position for such length of time during the school year as the governing board of the school district may direct.

5. This contract of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the governing board of the Palo Alto Unified School District.

6. This contract must be accepted on or before ten days after the date as indicated above.

7. This contract may be changed by the consent of both parties.

_____ _____
Secretary of the Board Board Member

_____
Director, Personnel Services

- - - - - - - - - - - - - - - - - ACCEPTANCE OF CONTRACT - - - - - - - - - - - - - - -

I accept the above contract of employment and the terms and conditions thereof and will report for duty as directed. I understand that assignment to a particular school or department is at the discretion of the District. I will hold and have on file or registered in the office of the Santa Clara Superintendent of Schools the following credential or credentials authorizing me to serve in the position stated in this contract.

_____ which expires _____

_____ which expires _____

I will not let my credentials or recordings in the County Superintendent's office expire during the term of this contract.

_____ _____
Date Signature